

EXHIBIT B

Execution of Proposal

1. By signature hereon, Vendor represents and warrants that the provisions in this Execution of Proposal apply to Vendor and all of Vendor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFO or any contract resulting from it.
2. By signature hereon, Vendor represents and warrants its intent to furnish the requested services at the prices quoted in its Proposal.
3. By signature hereon, Vendor represents and warrants that its prices include all costs of Vendor in providing the requested services that meet all specifications of this RFO, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of Proposal.
4. By signature hereon, Vendor represents and warrants that each employee, including 'replacement employees', will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFO.
5. By signature hereon, Vendor represents and warrants that it has no actual or potential conflicts of interest in providing the requested services to TDLR under the RFO and any resulting contract, if any, and that Vendor's provision of the requested services under the RFO and any resulting contract, if any, would not reasonably create an appearance of impropriety.
6. By signature hereon, Vendor represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
7. By signature hereon, Vendor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. In addition, if Vendor is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. Vendor represents and warrants that it holds a permit issued by the Office of the Comptroller of Texas to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or represents and warrants that it does not sell tangible personal property or services that are subject to the state and local sales and use tax. Under Section 2155.004, Texas Government Code, Vendor certifies that the individual or business entity named in this Proposal or any contract resulting from this RFO is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
8. By signature hereon, Vendor hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.
9. By signature hereon, Vendor represents and warrants that all statements and information prepared and submitted in response to this RFO are current, complete and accurate.
10. By signature hereon, Vendor represents and warrants that the individual signing this document and the documents made part of this RFO and Proposal is authorized to sign such documents on behalf of

the company and to bind the company under any contract which may result from the submission of this Proposal.

11. By signature hereon, Vendor represents and warrants that if a Texas address is shown as the address of the Vendor, Vendor qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).
12. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Vendor certifies that the individual or business named in the Proposal is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Vendor subject to Section 231.006, Texas Family Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Proposal. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

13. By signature hereon, Vendor represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Vendor and an employee of any TDLR component, and Vendor has not been an employee of any TDLR component within the immediate twelve (12) months prior to Vendor's Proposal. By signature hereon, Vendor certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency. All such disclosures will be subject to administrative review and approval prior to TDLR entering into any contract with Vendor. Vendor acknowledges that any contract resulting from this RFO may be terminated at any time, and payments withheld, if this information is false.
14. By signature hereon, pursuant to Section 2155.004(a), Texas Government Code Vendor represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFO has received compensation for participation in the preparation of specifications for this RFO.
16. By signature hereon, Vendor represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
17. By signature hereon, Vendor represents and warrants its compliance with the requirements of the Americans with Disabilities Act (ADA).
18. By signature hereon, in accordance with Section 2155.4441, Texas Government Code, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

19. By signature hereon, Vendor represents and warrants that TDLR's payments to Vendor and Vendor's receipt of appropriated or other funds under any contract resulting from this RFO are not prohibited by Section 556.005 or Section 556.008, Texas Government Code.
20. By signature hereon, Vendor represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
21. Under Section 2155.006(b), Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Vendor certifies that the individual or business entity named in the Proposal is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.
22. By signature hereon and by checking or initialing **either** Subsection (a) **or** Subsection (b), as applicable, Vendor represents and warrants the following:
 - (a) _____ Vendor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Vendor or any of the individuals or entities included in Section 1 of this document that would or could impair Vendor's performance under any contract resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to the agency's consideration of Vendor's Proposal. Vendor represents and warrants that it is not aware of any such court or governmental agency actions, proceedings or investigations, etc. against Vendor or any of these individuals or entities within the five (5) calendar years immediately preceding the submission of Vendor's Proposal in response to this RFO. In addition, Vendor represents and warrants that it shall notify TDLR in writing within five (5) business days of any changes to the representations or warranties in this Subsection (a) and understands that failure to so timely update TDLR shall constitute breach of contract and may result in immediate termination of the contract.
 - (b) _____ Vendor is unable to make the representation and warranty in Subsection (a) above and instead represents and warrants that it has included as a detailed attachment in its Proposal, which expressly references this Subsection (b), a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., and specifically addresses whether any of such past, pending or threatened actions, proceedings or investigations, etc., would or could (1) impair Vendor's performance under any contract resulting from this RFO; (2) relate to the solicited or similar goods or services; or (3) be otherwise relevant to the agency's consideration of Vendor's Proposal. In addition, Vendor represents and warrants that it shall notify TDLR in writing within five (5) business days of any changes to the representations or warranties in this Subsection (b) or attachments in response to Subsection (b) and understands that failure to so

timely update TDLR shall constitute breach of contract and may result in immediate termination of the contract.

Vendor understands that a Proposal returned without the appropriate checked or initialed representation and warranty and the detailed attachment required in Subsection (b), when applicable, may be automatically disqualified.

25. By signature hereon, Vendor represents and warrants that it has read and agrees to all terms and conditions of this RFO, unless Vendor specifically takes an exception and offers an alternative provision in Vendor's Proposal as provided in Exhibit C, Section 2 of this RFO.

Authorized signatory on behalf of Vendor must complete and sign the following:

_____ Authorized Signature	_____ Date Signed
_____ Printed Name and Title of Authorized Signature	_____ Phone Number
_____ Company Name	_____ Fax Number
_____ Federal Employer Identification Number	_____ E-Mail Address
_____ Physical Street Address	_____ City, State, Zip Code
_____ Mailing Address, if different	_____ City, State, Zip Code

IMPORTANT NOTICE: IF YOUR RESPONSE TO THIS SOLICITATION DOES NOT CONTAIN ONE ORIGINAL OF THIS FULLY COMPLETED AND SIGNED EXHIBIT, YOUR RESPONSE MAY BE AUTOMATICALLY DISQUALIFIED FOR FAILURE TO COMPLY WITH THE ADVERTISED SPECIFICATIONS, EVEN IF ALL OTHER MINIMUM QUALIFICATIONS, LETTERS AND EXHIBITS ARE FULLY COMPLETED, SIGNED AND RETURNED. IN THE PROPOSAL RESPONSE MARKED "ORIGINAL", VENDORS MUST ENSURE BOTH FULL COMPLETION AND ORIGINAL INK SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF VENDOR.